offers to unilateral contracts, and a recent New Jersey case emphatically repudiates it. *Ettinger* v. *Loux,* 115 Atl. 384. The court in the latter case insists that such an authority is merely an offer toward a unilateral contract, to be accepted by finding a purchaser, and subject to revocation like any other simple offer prior to acceptance by performance of the act contemplated. But so extensive is this solicitude for the broker that what we might term the "mere assumption" of the existence of a contract is not altogether uncommon in these cases. *Gregory* v. *Bonney,* 135 Cal. 589; *Harrison* v. *Augerson,* 115 Ill. App. 226 (a case almost identical with *Ettinger* v. *Loux, supra*); *Hartford* v. *McGillicudy,* 103 Me. 224; *Hartwick* v. *Marsh,* 96 Ark. 23; *Black* v. *Snook,* 204 Pa. 119. It is probably but another illustration of the growing inclination to restrict the offeror's right to revoke in these cases, by treating it as a bilateral contract and the offeree's commencement of performance as the counter promise, *Rowan* v. *Hull, supra; Lapron* v. *Flint,* 86 Minn. 376, *semble* (compare argument in *Offord* v. *Davies,* 12 C. B. N. S. 748); or by implying in effect a collateral offer to keep the principal offer open, whenever the act of acceptance required by the latter will necessarily involve time and expense for its performance. *Jaekel* v. *Caldwell,* 156 Pa. 266; *Dodge* v. *Childers,* 167 Mo. App. 448. Professor McGovney advances this latter theory with considerable plausibility in an article in 27 HARV. L. REV. 654, and Sir Frederick Pollock, in 28 LAW QUARTERLY REV. 101, maintains strenuously that the right of revocation in these cases ought not as a matter of principle, and does not as a matter of fact, exist. Sir Frederick answers the objection of logical difficulties by insisting that "law exists for the convenience of mankind, not for the training of logicians." Excellent discussions of the problem appear in 26 YALE L. J. 193-196; WILLISTON ON CONTRACTS, § 60, and MECHEM ON AGENCY (with reference to brokerage cases), § 2451 *et seq.*

CONTRACTS—INDEFINITE WAIVER OF STATUTE OF LIMITATIONS.—Plaintiff executed his promissory note with a provision waiving all his rights under the statute of limitations. After the lapse of the statutory period from the maturity of the note, the defendant brought suit and recovered judgment. In an action to set the judgment aside, *held,* the provision waiving the statute, since it was for an indefinite time, was void. *First National Bank* v. *Mock* (Colo., 1922), 203 Pac. 272.

Whether or not an agreement to waive the benefit of the statute of limitations is valid is in dispute. Those courts which hold that such an agreement is void do so on the ground that the statute of limitations, being a statute of repose, is essential to the security of all men, and that it would be contrary to public policy to allow parties to waive its benefits. *Wright* v. *Gardner,* 98 Ky. 454; *Crane* v. *French,* 38 Miss. 503; *Ann. Cas.* 1916 A 686. On the other hand, the courts which hold that such an agreement is valid say that no principle of public policy is violated because the statute of limitations was designed for the benefit of the debtor, and if he wishes to contract away this privilege he may do so. *Parschen* v. *Chessman,* 49 Mont.

326; *Quick* v. *Corlies,* 39 N. J. L. 11; *State Trust Co.* v. *Sheldon,* 68 Vt. 259. In those jurisdictions in which it is held that such an agreement does not contravene public policy the question has arisen as to the length of time for which a waiver, indefinite in terms, is operative. In *Mann* v. *Cooper,* 2 App. Cas. (D. C.) 226, and *State Trust Co.* v. *Sheldon, supra,* it is held that a waiver for an indefinite time operates to remove the bar of the statute permanently. Other cases hold that such a waiver is effective only for a reasonable time after the statute has run,—to at least for a period equal to that provided by the statute relating to the cause of action in question. *Parschen* v. *Chessman, supra.* The more common rule is to treat such an agreement as operative for the same term as it would be if it were a new promise to pay the debt. See 1 WILLISTON ON CONTRACTS, 376. Such a rule would not, however, extend the time at all if the waiver were a part of the original transaction.

CONTRACTS—SILENCE AS ACCEPTANCE OF AN OFFER.—Defendant company issued a life insurance policy to one B, naming the plaintiff as beneficiary. B allowed the policy to lapse by failing to pay the second premium. Agents of the defendant company solicited reinstatement and obtained the signature of B to an application and a note for the premium, giving him assurance at the time that upon receipt of his note and application the company would reinstate the policy. The note and application were then sent in to the actuary of the company, who later returned the note to the agent, stating that it could not be received in payment. B was not notified and the note was not returned to him. He died six weeks later and plaintiff brought action on the policy. *Held,* that the agent's failure to return the note and communicate the rejection amounted to an assent to the reinstatement application. *Lechler* v. *Montana Life Ins. Co.* (N. D., 1921), 186 N. W. 271.

It is generally held that an offeree has a right to make no reply to offers, and that his silence and inaction cannot be construed as an assent to the offer. This is true even though the offer states that silence will be taken as consent, for the offeror cannot prescribe conditions of rejections so as to turn silence on the part of the offeree into acceptance. *Beach* v. *U. S.,* 226 U. S. 243; *Royal Ins. Co.* v. *Beatty,* 119 Pa. 6; *Prescott* v. *Jones,* 69 N. H. 305; *Grice* v. *Noble,* 59 Mich. 515. Silence or inaction, however, may amount to assent to an offer for a unilateral contract, where the offer calls for inaction on the part of the offeree. See WILLISTON ON CONTRACTS, § 135. Where the offer contemplates a bilateral contract the courts look upon the situation somewhat differently. But even in this class of cases there may be situations in which the relations between the parties have been such as to justify the offeror in expecting a reply, so that the offeree's silence will be considered to be an acceptance. *Hobbs* v. *Massasoit Whip Co.,* 158 Mass. 194; *House* v. *Beak,* 141 Ill. 290; *Emery* v. *Cobbey,* 27 Neb. 621; *Orme* v. *Cooper,* 1 Ind. App. 449; *Cole-McIntyre-Norfleet Co.* v. *Holloway,* 214 S. W. 817. So, also, where the offeree has come under a duty to return money or property in his possession belonging to the offeror, or to accept